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duced. *Held*, that the letters are admissible. *Fayette Liquor Co. v. Jones*, 83 S. E. 726 (W. Va.).

Letters not received in due course of post in reply to previous communications must be authenticated in some other way, usually by proof that they are in the handwriting of the alleged sender, or of some one authorized by him. *Lingg v. State*, 28 Ind. App. 248, 61 N. E. 696; *Sweeney v. Ten Mile Oil & Gas Co.*, 130 Pa. St. 193, 18 Atl. 612. But it has been stated that the contents of a letter cannot be used to prove its genuineness. *Freeman v. Brewster*, 93 Ga. 648, 21 S. E. 165. Exceptions have been made to this rule, however, in cases where the ordinary methods of authentication are unavailable. *In re Deep River National Bank*, 73 Conn. 341, 47 Atl. 675; *Hollister Bros. v. Bluthenthal*, 9 Ga. App. 171, 70 S. E. 970. See 3 WIGMORE, EVIDENCE, § 2148. Thus, in an early case, a letter sent by an illiterate was held to be authenticated by its contents. *Singleton v. Bremer*, Harp. (S. C.) 201, 209. Similarly, an unsigned typewritten letter was admitted, because it related to matters peculiarly within the knowledge of the alleged sender. *Commonwealth v. Drum*, 42 Pa. Super. Ct. 156. So, too, another court held that a letter was sufficiently authenticated by its reference to subjects previously discussed between the sender and the addressee. *People v. Adams*, 162 Mich. 371, 385, 127 N. W. 354, 360. Under circumstances where authentication by handwriting is impossible, the doctrine of these cases seems necessary and just, but it is properly restricted to cases where the internal evidence strongly negatives the possibility of fraud.

**INFANTS — TORTS — LIABILITY FOR TORT ARISING IN CONNECTION WITH CONTRACT.** — The defendant, an infant, hired a motor-car of the plaintiff to ride to a certain destination. During an intentional deviation, the car was injured without negligence on the defendant's part. The plaintiff sues in tort for conversion. *Held*, that he cannot recover. *Farwett v. Smethhurst*, 31 T. L. R. 85 (K. B. Div.).

The general rule imposing liability on infants for their torts is subject to the ill-defined exception of "torts arising out of contract." *Slayton v. Barry*, 175 Mass. 513, 56 N. E. 574. Thus, in England an infant is not liable for deceit in inducing a contract. *R. Leslie, Ltd., v. Sheill*, [1914] 3 K. B. 607. In this country, however, there is vigorous protest against according such immunity. *Fitts v. Hall*, 9 N. H. 441; *Rice v. Boyer*, 108 Ind. 472, 9 N. E. 420. *Contra*, *Slayton v. Barry*, *supra*. See WILLISTON, SALES, § 26; 14 HARV. L. REV. 71. So, too, the American authorities, contrary to the principal case, generally hold an infant liable for conversion on the unauthorized use of a chattel bailed. *Churchill v. White*, 58 Neb. 22, 78 N. W. 369; *Freeman v. Boland*, 14 R. I. 39; *Towne v. Wiley*, 23 Vt. 355. *Contra*, *Penrose v. Curren*, 3 Rawle (Pa.) 351. In fact, the phrase "tort arising out of contract" is obscurely applied. For instance, it is said that the negligent injury of a bailed article is substantially a breach of an implied promise of careful use, for which the infant cannot be sued merely by changing the form of action. *Young v. Muhling*, 48 N. Y. App. Div. 617, 63 N. Y. Supp. 181. By this reasoning an intentional injury, being *a fortiori* a breach of contract, could not sustain an action *ex delicto* against the infant. But the law is otherwise. *Moore v. Eastman*, 1 Hun (N. Y.) 578. See *Eaton v. Hill*, 50 N. H. 235, 240. If it be granted that there is sound policy in holding an infant for his torts, the mere circumstance that he has possession of another's property by virtue of an unenforceable contract should not afford him greater license. The principal case would seem entirely too solicitous of the infant. *Cf. Burnard v. Haggis*, 14 C. B. N. S. 45.

**INSURANCE — RE-INSURANCE — LIABILITY OF RE-INSURER TO INSURED WHO ACCEPTS ASSIGNMENT OF RE-INSURANCE CONTRACT IN SATISFACTION OF HIS CLAIM.** — The re-insurer of a suretyship company covenanted to pay the

company all damages for which it should become responsible on a bond to indemnify the plaintiff, before the company was compelled to pay. The plaintiff recovered against the suretyship company on the bond, and in satisfaction of the judgment accepted an assignment of the claim against the re-insurer. *Held*, that the plaintiff can recover on the assigned claim. *MacArthur Bros. Co. v. Kerr*, 107 N. E. 572 (N. Y.).

For a discussion of the liability of a re-insurer, see 28 HARV. L. REV. 302. As is there pointed out, if the contract in the principal case required the re-insurer to pay an insolvent re-insured the full amount of a claim, rather than the dividend to which the insured was entitled, it should be void in its inception as against public policy. See *Hunt v. N. H. Fire U. Ass'n*, 68 N. H. 305, 309, 38 Atl. 145, 147. Such a construction, however, should not be adopted unless no other would satisfy the terms of the contract. In the principal case, since the agreement does not explicitly require a payment of more than the surety, if insolvent, would have to pay, the result seems correct.

INSURANCE — RE-INSURANCE — MEASURE OF LIABILITY OF RE-INSURER WHEN INSURER INSOLVENT. — An insolvent indemnity company, which had re-insured some of its risks, was unable to pay more than a dividend on losses accruing under the risks re-insured. An order of the court below permitted the receiver to compromise the claims against the re-insurer for less than its unquestioned liability if the original insurer had been able to pay in full. *Held*, that the order was not an abuse of judicial discretion. *MacDonald v. Etna Indemnity Co.*, 92 Atl. 154 (Conn.).

As the solvency of the re-insurer was not denied, the decision must be explained on the ground that the legal sufficiency of the receiver's claim to the full amount of the loss was at least doubtful. This is a noteworthy step toward a desirable result, opposed to the entire current of common-law authority, for the English case on which the court relies was reversed on appeal. *In re Law Guarantee Trust and Accident Society, Ltd.*, [1914] W. N. 291 (C. A.). For a criticism of the prevailing doctrine concerning the liability of a re-insurer, as exemplified by that decision, see 28 HARV. L. REV. 302.

LANDLORD AND TENANT — RENT — LIABILITY FOR RENT AFTER BREACH OF COVENANT BY THE LANDLORD. — The plaintiff leased a room to the defendants to be used as a jewelry store, and covenanted not to rent any other store in the building to a tenant making a specialty of the sale of pearls. In consequence of the violation of this covenant, the defendant quit the premises and refused to pay any further instalments of rent. The plaintiff sues for the rent. *Held*, that the plaintiff cannot recover. *University Club of Chicago v. Deakin*, 106 N. E. 790 (Ill.).

The principal case reaches a sensible result and would be beyond criticism if the question could be considered *res integra*. A lease is really a continuing contract, and might well be treated like any other bilateral contract. But covenants for rent in leases are generally regarded as independent, and the tenant is not excused from liability by reason of the landlord's breach of covenant. *Paradine v. Jane*, Aleyn 26; *Lewis & Co. v. Chisholm*, 68 Ga. 40. The basis for this view appears to be that the lessee has received full consideration by acquiring an estate in the land. *Fowler v. Bott*, 6 Mass. 63. Another reason is that the law as to covenants in leases developed long before the contractual theory of implied conditions had been fully worked out. The harshness of the rule has been somewhat mitigated by allowing the tenant to terminate the lease when the premises have become untenable. *Piper v. Fletcher*, 115 Ia. 263, 88 N. W. 380; *Bissell v. Lloyd*, 100 Ill. 214. This result has been generally achieved by statute. CONSOL. LAWS N. Y., REAL PROPERTY LAW, § 227; GEN. STAT. MINN., § 6810. But the principle on which the tenant is absolved is not